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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

# JOINT DECISION POINT LIST XI

GENERAL TERMS AND CONDITIONS

*WorldCom, Cox, AT&T ads. Verizon*  
(Docket Nos. 00-218, 00-249, and 00-251)

## ISSUE NUMBERING KEY:

- Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners  
Category II: common to **WorldCom** and *AT&T* (pricing/costing)  
Category III: common to **WorldCom** and *AT&T* (non-pricing/non-cost)  
Category IV: unique to WorldCom  
Category V: unique to AT&T  
Category VI: Verizon supplemental issues with WorldCom  
Category VII: Verizon supplement issues with AT&T

## KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY:

**WorldCom** (bold)

Cox (underline text)

*AT&T* (italic)

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
Terms and Conditions					
I-10	<p><b>Should the Interconnection Agreement contain a provision defining the term of the Interconnection Agreement (3 years from the Effective Date), and establishing a process for extending the term and effectiveness of the Interconnection Agreement pending creation of a superceding interconnection agreement?</b></p> <p><u>VERIZON may not unreasonably terminate an interconnection agreement.</u></p>	<p>Part A, Section 32.1</p> <p>Section 32. Term of Agreement</p> <p>32.1 This Agreement shall become effective as of the Effective Date and, except as otherwise provided in this Agreement, shall remain in effect until three (3) years after the Effective Date ("Initial Term"). Thereafter, this Agreement shall remain in full force and effect under the same terms and conditions, subject to true-up of the rates, until the effective date of a superceding interconnection</p>	<p>The three year length of contract proposed herein is a reasonable term which provides the degree of stability needed for business planning purposes. This provision is also equitable in that it permits both parties to continue the effectiveness of the Interconnection Agreement pending establishment of a successor agreement by requesting negotiations, while prohibiting Verizon from unilaterally terminating the agreement.</p> <p>In practice, the Interconnection</p>	<p>22.0 TERM AND TERMINATION; DEFAULT</p> <p>22.1 This Agreement shall be effective as of the date first above written and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until MM/DD, 200X (the "Initial Term"), and thereafter the Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided herein. Following termination of this Agreement pursuant to this Section 22.1, this</p>	<p>Each party should have the right to a date certain for termination of the contract. WorldCom and Cox opposition to reasonable termination provisions is based on an unjustified fear that Verizon will abruptly terminate service despite ongoing negotiations. Verizon has demonstrated it will provide uninterrupted service while agreeing to extensions of time periods for negotiations. Verizon proposes for Cox and WorldCom the same contract language to which Verizon and AT&amp;T have agreed on this issue (§ 22), which satisfactorily addresses Verizon's well-</p>

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		<p>agreement between Verizon and MCI; provided that either (i) MCI has requested formal or informal negotiations, or (ii) Verizon has requested informal negotiations, of a superceding interconnection agreement. Neither Party may request such negotiations earlier than 120 days prior to the end of the Initial Term.</p> <p><u>22.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until [DATE TWO YEARS AFTER EFFECTIVE DATE] (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.</u></p> <p><u>22.2 Either Cox or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.</u></p> <p><u>22.3 If either Cox or Verizon provides notice of termination pursuant to Section 22.2 and on or before the proposed date of termination either Cox or Verizon has</u></p>	<p>Agreement negotiation and arbitration process often takes longer than the nine months contemplated by the Act.</p> <p>In one case, almost four years passed between the date negotiations were requested and the date a final interconnection agreement was signed. Given the unpredictability of this process, it is important that the Agreement continue in effect after the initial term has expired, and while negotiations for a new Agreement are occurring, so that WorldCom can continue to provide service to its customers.</p> <p>Under WorldCom's proposed Section 32.1, the Interconnection Agreement would only continue in effect <u>if</u> WorldCom or Verizon requested negotiations of the successor agreement. WorldCom is not proposing or suggesting that the Interconnection Agreement continue into "evergreen" automatically, but only once one of the parties has commenced the process to replace and supercede the Interconnection Agreement.</p> <p>Verizon should not be permitted to compel WorldCom to take service under an SGAT or tariff when it has requested negotiation of a new interconnection agreement. (See</p>	<p>Agreement shall remain in effect as to any Termination Date Verizon Service for the remainder of the Contract Period applicable to such Termination Date Verizon Service at the time of the termination of this Agreement. If a Termination Date Verizon Service is terminated prior to the expiration of the Contract Period applicable to such Termination Date Verizon Service, [WorldCom] shall pay any termination charge provided for in this Agreement.</p> <p>22.2 [Intentionally deleted]</p> <p>22.3 Either [WorldCom] or Verizon may terminate this Agreement, effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term, by providing written notice of termination at least ninety (90) days in advance of the date of termination.</p> <p>22.3.1 If either [WorldCom] or Verizon provides notice of termination pursuant to Section 22.3 above and on or before the proposed date of termination either [WorldCom] or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in</p>	<p>founded concern over "evergreen" provisions, allows Verizon to formally request negotiations, and allows each Party the opportunity to revise the contract in consideration of its legitimate business interests.</p> <p>See Direct Testimony of General Terms and Conditions panel, dated August 17, 2001, at pp. 5-8.</p> <p><u>ADMISSIONS PURSUANT TO ARBITRATION PROCEDURES NOTICE.</u></p>

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		<p><u>requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 22.5), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Cox and Verizon; or, (b) the date one (1) year after the proposed date of termination. The preceding notwithstanding:</u></p> <p><u>22.3.1 If one (1) year after the proposed date of termination, good faith negotiation between the Parties has not produced a new interconnection agreement between the Parties, the terms of this Agreement shall, unless otherwise agreed to by the Parties, continue on a month-to-month basis until the Effective Date of such new agreement, so long as both Parties continue to negotiate in good faith such successor agreement.</u></p> <p><u>22.3.2 In the event that neither Party institutes a Commission proceeding for arbitration or approval of such successor agreement, either Party may petition the Commission at the end of one (1) year after the proposed date of termination to be relieved of the obligations of this Agreement based on an alleged failure of the other</u></p>	<p><b>Direct Testimony of John Trofimuk and Matt Harthun, dated July 31, 2001 at 4-6).</b></p> <p><b>POSITION:</b></p> <ul style="list-style-type: none"> <li>• <u>The Renewal Agreement must remain in effect after its expiration so long as the parties are engaged in meaningful negotiations for a replacement agreement. Cox Petition at 22.</u></li> <li>• <u>Cox opposes any date certain for terminating the Renewal Agreement without regard to due process rights. Cox Petition at 22.</u></li> <li>• <u>Verizon's proposed 12-month time frame for negotiating a replacement agreement ignores the fact that good faith negotiations frequently take longer than 12 months to produce such an agreement. Cox Petition at 23; Collins Direct Testimony at 33.</u></li> <li>• <u>The initial agreement between Cox and Verizon expired in July, 1999. Had the termination provision which Verizon seeks been a part of the Initial Agreement, Verizon could have unilaterally stopped providing Cox with services and facilities over a year ago, in July of 2000. Cox Petition at 23; Collins Direct Testimony at 33.</u></li> <li>• <u>Cox proposes that an agreement</u></li> </ul>	<p>accordance with the terms hereof (including, but not limited to, pursuant to Section 22.4), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between [WorldCom] and Verizon; or, (b) the date one (1) year after the proposed date of termination, unless otherwise agreed in writing by the Parties.</p> <p><b>22.3.2 If either [WorldCom] or Verizon provides notice of termination pursuant to Section 22.3 above and by 11:59 PM Eastern Time on the proposed date of termination neither [WorldCom] nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the service arrangements being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such service arrangements continue to be provided pursuant to an applicable Tariff or SGAT.</b></p> <p><b>22.0 TERM AND TERMINATION.</b></p> <p><b>22.1 This Agreement shall be effective as of the Effective</b></p>	

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		<p>Party to negotiate in good faith for such successor agreement.</p> <p>22.3.3 In the event that either Party institutes a Commission proceeding either: (1) for arbitration or approval of such successor agreement; or (2) for termination on grounds of a lack of good faith negotiations, then the terms of this Agreement shall continue on a month-to-month basis until such proceeding is finally resolved.</p> <p>22. 4 If either Cox or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Cox nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Commission-approved statement of generally available terms (SGAT).</p>	<p>could be terminated by a regulatory body upon a showing by Verizon that a party was either negotiating in bad faith or failing to negotiate for a replacement agreement. Cox Petition at 22; Collins Direct Testimony at 33.</p> <ul style="list-style-type: none"> <li>• The Commission has held that, if a party believes that the other is not negotiating in good faith, the aggrieved party may petition for arbitration under Section 252 of the Act. Cox Petition at 22; Collins Direct Testimony at 34.</li> <li>• Verizon is fully protected by the processes and time periods for negotiation and arbitration established by the Act. Collins Direct Testimony at 34.</li> <li>• An interconnection agreement is not the proper mechanism for attempting to thwart the statutory rights of third-party CLECs to adopt provisions of that agreement pursuant to Section 252(i) of the Act or the Merger Conditions. Cox Petition at 24.</li> </ul> <p>DISPUTED ISSUES OF FACT:</p> <p>All facts asserted in Cox's Petition and in the Direct and Rebuttal Testimony of Cox's witness, Dr. Francis Collins, that are not listed below as admissions are deemed by Cox to be disputed.</p>	<p>Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until [DATE TWO YEARS AFTER EFFECTIVE DATE] (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.</p> <p>22.2 Either Cox or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.</p> <p>22.3 If either Cox or Verizon provides notice of termination pursuant to Section 22.2 and on or before the proposed date of termination either Cox or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 22.5), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Cox and Verizon; or, (b) the date one (1) year after the proposed date of termination.</p>	

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			<p><u>ADMISSIONS PURSUANT TO ARBITRATION PROCEDURES NOTICE:</u></p> <p>Pursuant to the <i>Arbitration Procedures Notice</i>, Procedures Established for Arbitration of Interconnection Agreements Between Verizon and AT&amp;T, Cox, and WorldCom, <i>Public Notice</i>, DA 01-270 (rel. Feb. 1, 2001), the following assertions made in Cox's Petition or in the Direct Testimony of Cox's witness, Dr. Collins, and not specifically denied in Verizon's Answer or in the testimony of Verizon's witnesses are deemed admitted:</p> <ul style="list-style-type: none"> <li>• Good faith negotiations frequently take longer than 12 months to produce a replacement agreement.</li> <li>• The initial agreement in this case expired over 2 years ago; therefore, the negotiations and arbitration of a replacement agreement have taken longer than 12 months.</li> <li>• Regulatory procedures are currently available to address the alleged failure of a party to negotiate in good faith.</li> <li>• Regulatory procedures are currently available to address the alleged abuse of a party's right to adopt provisions</li> </ul>	<p>22.4 If either Cox or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Cox nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff.</p>	

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			<p><u>of an agreement pursuant to Section 252(i) of the Act or the Merger Conditions.</u></p> <p>• <u>The processes and time limitation for negotiating and arbitrating under Section 252 of the Act are well known.</u></p> <p><i>Verizon contends that it should be able to suspend a CLEC's right to use the OSS UNE in order to protect against CLEC misuse thereof. It ignores the facts that it has no right to summarily and unilaterally take such action, and that it has available numerous remedies to cure any alleged breach by AT&amp;T or any CLEC of access to its OSS. Direct Testimony of Robert J. Kirchberger, July 31, 2001, at 6-7. Moreover, Verizon's proposal to retain the right summarily to terminate such access is overbroad and overreaching. Such a draconian remedy would produce adverse consequences to AT&amp;T's ability to conduct business that far surpass any conceivable harm that would accrue from any conceivable breach by AT&amp;T of the use of Verizon's OSS. Finally AT&amp;T has more than sufficient incentive to protect Verizon's OSS without the threat of being unable to conduct business.</i></p> <p><i>Verizon's only rationale for such an extreme provision and for the nearly unfettered right to exercise it is that</i></p>		

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			<p><i>the importance of OSS to the operation of Verizon's network makes it "absolutely appropriate to provide a remedy concomitant with the seriousness of the breach." Rebuttal Testimony of General Terms and Conditions Panel of Christos Antoniou, et al., August 17, 2001, at 9. Verizon thus concedes that it does indeed have other less punitive remedies available; it also acknowledges that access to OSS is critical not just to the operation of Verizon's network, but "as well [to] the networks of all CLECs." Ibid. CLECs thus have every incentive to prevent breaches of access to, and misuses of, OSS, not to commit them. Verizon's attempt to exercise such a punitive and extreme remedy should be rejected.</i></p>		
I-11	<p><b>May Verizon summarily and unilaterally terminate WorldCom's access to the OSS unbundled network element?</b></p> <p><u>Verizon may not summarily terminate Cox's access to OSS for Cox's alleged failure to cure its breach of schedule 11.7 or sections 1.5 or 1.6.</u></p> <p><i>OSS Access. May Verizon summarily terminate AT&amp;T's access to OSS for AT&amp;T's alleged failure to cure its breach of obligations concerning access to OSS per Schedule 11.6?</i></p>	<p><b>WorldCom proposes to delete Verizon's language. No contract language allowing unilateral termination should be included.</b></p> <p><b>WorldCom's remedy provisions are provided at Part A, Sections 13 (including Verizon's proposed ADR process as WorldCom would amend it – See Issue IV-101) and 27 (See Issues IV-120 and 121).</b></p> <p><b>13.1 In the event the Commission retains continuing jurisdiction to implement and enforce the terms and conditions of this Agreement, the Parties agree that any dispute</b></p>	<p><b>It would be unreasonable and unlawful to include terms allowing Verizon to summarily and unilaterally terminate WorldCom's access to the OSS UNE. Verizon has no right under the Act to suspend a CLEC's right to use the OSS UNE. The Agreement contains remedy provisions that are adequate to protect Verizon's interests.</b></p> <p><b>Access to the OSS UNE is critical to WorldCom's ability to compete with Verizon. Termination of that</b></p>	<p><b>8.5.3 Unless sooner terminated or suspended in accordance with the Agreement or this Section 8 (including, but not limited to, Section 2.2 of the Agreement and Section 8.6.1 below), **CLEC's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.</b></p> <p><b>8.5.3.1 Verizon shall have the right (but not the obligation) to audit **CLEC to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement with regard to</b></p>	<p>Pursuant to the and Local Competition Order, Verizon makes available to the Petitioners access to its operation support systems ("OSS"), which are the critical systems that control Verizon's telecommunications network. Given the significance of OSS, Verizon must be vigilant in assuring performance with the contractual arrangements by which the Petitioners will use the systems. To that end, Verizon will require that if a Petitioner cannot cure a breach of these provisions within 10 days after receiving written notice of the breach, Verizon may suspend, as necessary, the license of the offending</p>

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		<p>arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, pursuant to applicable procedures established by the Commission. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking any relief (at law or in equity) available in any other forum. [Agreed]</p> <p>[Verizon's proposed ADR process – see Issue IV-101]</p> <p><b>28.11 Dispute Resolution</b></p> <p><b>28.11.1 Alternative to Litigation.</b> Except as provided under Section 252 of the Act with respect to the approval of this Agreement and any amendments thereto by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures as <u>a the final and binding</u> remedy with respect to any</p>	<p>access would have severe and anticompetitive results. Lichtenberg Direct, 7/31, at 7.</p> <p>The fundamental importance to a CLEC of having nondiscriminatory access to the ILEC's OSS is well established. This Commission has emphasized that "nondiscriminatory access to these systems, databases, and personnel is integral to the ability of competing carriers to enter the local exchange market and compete with the incumbent LECs." Louisiana 271 Order. Lichtenberg Direct, 7/31 at 7-8.</p> <p>The Commission has added that "without nondiscriminatory access to the BOC's OSS, a competing carrier 'will be severely disadvantaged, if not precluded altogether, from fairly competing in the local exchange market.'" New York 271 Order. Because of the importance of OSS, the ILEC must provide CLECs with access of the same quality, reliability, accuracy, and timeliness, to the same OSS functionalities, as the ILEC has. The ILEC must sustain the requisite level of performance while supporting commercial volumes of CLEC transactions. Lichtenberg Direct, 7/31 at 8.</p> <p>The Act requires that Verizon offer</p>	<p><b>**CLEC's access to, and use and disclosure of, Verizon OSS Information.</b></p> <p><b>8.5.3.2 Without in any way limiting any other rights Verizon may have under the Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon to **CLEC pursuant to this Agreement, to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement, with regard to **CLEC's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon to **CLEC through Verizon OSS Facilities.</b></p> <p><b>8.5.3.3 Information obtained by Verizon pursuant to this Section 8.5.3.3 shall be treated by Verizon as Confidential Information of **CLEC pursuant to Section 28.4 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section</b></p>	<p>company to access the OSS until assurance is given that the Company's use will conform with the contractual terms.</p> <p>General Terms and Conditions Panel.</p> <p>Rebuttal Testimony on Non-Mediation Issues at 8-10.</p> <p><u>ADMISSIONS PURSUANT TO ARBITRATION PROCEDURES NOTICE.</u></p>

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		<p>action, dispute, controversy or claim arising out of or relating to this Agreement or its breach, except with respect to the following:</p> <p>(1) An action seeking a temporary restraining order or an injunction related to the purposes of this Agreement;</p> <p>(2) A dispute, controversy or claim relating to or arising out of a change in law or reservation of rights under the provisions of Section 27 of this Agreement;</p> <p>(3) A suit to compel compliance with this dispute resolution process;</p> <p>(4) An action concerning the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party;</p> <p>(5) An action for fraud;</p> <p>(6) A billing dispute equal to or in excess of \$2,000,000.00;</p> <p>(7) Any rate or charge within the jurisdiction of the Commission or the FCC;</p> <p>(8) Any term or condition of the (i) Memorandum Opinion and Order, In the Applications of NYNEX Corp., Transferor, and Bell Atlantic Corp, Transferee, For Consent to Transfer Control of NYNEX Corp. and Its Subsidiaries, 12 F.C.C.R. 19985 (1997) or (ii)</p>	<p>WorldCom nondiscriminatory access to OSS. This Commission's regulations expressly identify OSS as a network element that Verizon must provide on an unbundled basis. <u>See</u> 47 C.F.R. § 51.319(g). This Commission reaffirmed the necessity of access to OSS in <u>In The Matter Of Implementation Of The Local Competition Provisions Of The Telecommunications Act Of 1996</u>, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, 15 FCCR 3696 ¶¶ 421-437 (Nov. 5, 1999). Termination of access to OSS violates WorldCom's right to access this UNE.</p> <p>Access to OSS is essential for WorldCom to process orders, bill customers, and conduct maintenance. If WorldCom cannot perform those functions it cannot successfully operate as a telecommunications carrier. Lichtenberg Direct, 7/31, at 9.</p> <p>One competitor should not be given a unilateral right to take actions that could destroy its competitor's ability to do business. That is precisely what would result, however, if Verizon were given the right to terminate WorldCom's access to the OSS UNE whenever it deemed that a perceived abuse had occurred. As a competitor</p>	<p>1.5.5 to enforce Verizon's rights under the Agreement or Applicable Law.</p> <p>8.6 <u>Liabilities and Remedies.</u></p> <p>8.6.1 Any breach by **CLEC, or **CLEC's employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 above shall be deemed a material breach of the Agreement. In addition, if **CLEC or an employee, agent or contractor of **CLEC at any time breaches a provision of Sections 1.4 or 1.5 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to **CLEC, to suspend the license to use Verizon OSS Information granted by Section 8.6.1 above and/or the provision of Verizon OSS Services, in whole or in part.</p> <p>8.6.2 CLEC agrees that Verizon would be irreparably injured by a breach of Sections 8.4 or 8.5 above by **CLEC or the employees, agents or contractors of **CLEC, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall</p>	

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		<p>Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferor, Memorandum Opinion and Order, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Order");</p> <p>(9) <u>A dispute, controversy or claim relating to or arising out of the tax provisions of this Agreement; and</u></p> <p>(10) <u>Any dispute appropriately before the Commission pursuant to the abbreviated Dispute Resolution Process as established in Case No. 000026, Case No. 000035, or another proceeding before the Commission.</u></p> <p>Any such actions, disputes, controversies or claims may be pursued by either Party before any court, Commission or agency of competent jurisdiction.</p> <p><del>Additionally, AT&amp;T hereby waives its rights to submit disputes in accordance with the alternative dispute resolution mediation process implemented by Verizon pursuant to paragraph 40 and Attachment F of the Merger Order.</del></p> <p>28.11.2 Negotiations.</p> <p>At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or</p>	<p>interested in protecting its monopoly market share, Verizon would have every incentive to impede WorldCom's ability to do business; and terminating access to OSS would be an effective weapon towards that end. Even if Verizon did not have malicious intentions, the temptation and risk of abuse is quite substantial. Such power should only be given to a neutral third party. Lichtenberg Direct, 7/31, at 10.</p> <p>If Verizon believes that WorldCom is not acting in compliance with its obligations, it should inform WorldCom of the perceived problem. At that point, the parties should negotiate to find a mutually acceptable means of addressing the perceived problem. This type of negotiation is the standard means of resolving such disputes. If WorldCom and Verizon cannot agree, Verizon could bring a complaint for breach of contract, or seek enforcement of the allegedly breached term in the state commission. Unilateral termination is a self-help remedy that has no place in an interconnection agreement.</p> <p>Lichtenberg Direct, 7/31 at 10.</p> <p>WorldCom has every incentive to be diligent in attempting to comply with the contractual requirements</p>	<p>not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.</p> <p><b>8.7 Relation to Applicable Law.</b></p> <p>The provisions of Sections 8.4, 8.5 and 8.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.</p> <p><u>Schedule 11.7 OSS</u></p> <p><u>1.7 Liabilities and Remedies</u></p> <p><u>1.7.1 Any breach by Cox, or Cox's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above and such breach</u></p>	

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		<p>relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered, or be admitted in evidence, in the arbitration or lawsuit.</p> <p><b>28.11.3 Arbitration</b>  <b>Except for those disputes identified in section 28.11.1(1) through 28.11.1(9), if the negotiations do not resolve the dispute within sixty (60)</b></p>	<p>regarding OSS because OSS is the lifeline of the business. WorldCom would not damage Verizon's OSS because that would prevent the OSS from functioning properly, which would impede WorldCom's ability to use it for billing, maintenance, and ordering. For the same reason, WorldCom would not deliberately use the OSS in an improper manner. Lichtenberg Direct, 7/31, at 11.</p> <p><u>POSITION:</u></p> <ul style="list-style-type: none"> <li>• <u>Verizon proposes to unilaterally discontinue Cox's access to Verizon's OSS within 10 days of notification to Cox alleging that Cox has, in Verizon's sole judgment, breached its OSS contractual obligations. Cox Petition at 25.</u></li> <li>• <u>Verizon's proposal to resolve this issue is draconian, overbroad and overreaching because Verizon intends to terminate Cox's access to OSS for perceived abuses without regard to the negative effective that such termination would have on Cox's customers. Cox Petition at 25; Collins Direct Testimony at 36.</u></li> <li>• <u>Cox has not engaged in any abusive behavior during the initial term, so there is no basis for imposing new restrictions. Collins Direct Testimony</u></li> </ul>	<p>continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to Cox, to suspend the license to use Verizon OSS Information granted by Section 1.6.1 above and/or the provision of VerizonOSS Services, in whole or in part.</p> <p><i>AT&amp;T Schedule 11.6</i>  <i>ACCESS TO OPERATIONS</i>  <i>SUPPORT SYSTEMS</i></p> <p><i>1.0 Definitions</i></p> <p><i>As used in this Schedule 11.6, the following terms shall have the meanings stated below:</i></p> <p><i>1.1 "Verizon Operations Support Systems" or "Verizon OSS" means Verizon interfaces for access to pre-ordering, ordering/provisioning, maintenance and repair, and billing generally available to all CLECs.</i></p> <p><i>1.2 "Verizon OSS Services" means access to Verizon Operations Support Systems functions of Pre-Ordering, Ordering/Provisioning, Maintenance and Repair, and Billing. The term "Verizon OSS Services" includes, but is not limited to: (a)</i></p>	

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		<p>days of the initial written request, the dispute may be submitted by either Party or both Parties (with a copy provided to the other Party) to the Commission for arbitration pursuant to section 252 of the Act. The Commission shall assign the dispute to a single arbitrator selected by the Parties pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") <u>in effect on the date of commencement of the arbitration, as modified by this Agreement</u>, hereinafter referred to as the AAA Rules, <del>to which both the Parties hereby agree to submit the dispute pursuant to the AAA Rules, except that</del> The Parties may select an arbitrator outside AAA's roster of arbitrators Rules upon mutual agreement prior to AAA's appointment of an arbitrator. Neither Party waives any rights it may otherwise have under Section 252 of the Act by agreeing to allow the Commission to assign the dispute to an arbitrator selected by the Parties. Discovery shall be controlled by the arbitrator <u>but limited and shall be permitted</u> to the extent set out in this section, unless otherwise prohibited by the AAA Rules. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of twenty-five (25)</p>	<p>at 36; Collins Rebuttal Testimony at 53.</p> <ul style="list-style-type: none"> <li>• Cox has sufficient motivation to protect Verizon's OSS without Verizon's need to resort to the dire remedy of termination of Cox's access. For example, language already agreed to by the parties in other sections of the agreement being arbitrated provides Verizon with adequate remedies to fully protect its OSS from interference, impairment, breach or other harms. Cox Petition at 25; Collins Direct Testimony at 36; Collins Rebuttal Testimony at 53.</li> <li>• Verizon's demand for punitive remedies is an attempt to assert unilateral authority over Cox. The Act and the Commission's Rules do not permit ILECs to assert the power to force CLECs out of business by denying access to OSS. Cox Petition at 25.</li> </ul> <p>DISPUTED ISSUES OF FACT:</p> <p><u>All facts asserted in Cox's Petition and in the Direct and Rebuttal Testimony of Cox's witness, Dr. Francis Collins, that are not listed below as admissions are deemed by Cox to be disputed.</u></p> <p><u>ADMISSIONS PURSUANT TO ARBITRATION PROCEDURES</u></p>	<p>Verizon's provision of Call Detail Information to AT&amp;T pursuant to this Agreement; and, (b) "Verizon OSS Information", as defined in Section 1.3 below.</p> <p>1.3 "Verizon OSS Information" means any information accessed by, or disclosed or provided to, AT&amp;T through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or an AT&amp;T Customer accessed by, or disclosed or provided to, AT&amp;T through or as a part of Verizon OSS Services; and, (b) any AT&amp;T Call Detail Information (as defined in Section 1 of the General Terms and Conditions) accessed by, or disclosed or provided to, AT&amp;T.</p> <p>2.1 This Schedule 11.6 sets forth the terms and conditions under which Verizon will provide electronic access to the following Verizon Operations Support Systems and Verizon OSS Services. Verizon will provide such access to AT&amp;T through the interfaces listed below or any other generally available Verizon OSS interfaces (e.g., Web GUI) for pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with guidelines published by Verizon and which are consistent with the Change</p>	

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		(none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of the other Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city or as <u>determined by the arbitrator.</u> <del>The arbitrator shall control the scheduling so as to process the matter expeditiously.</del> The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings, <u>including Findings of Fact and Conclusions of Law.</u> <u>The arbitrator shall have no power to add or detract from this Agreement of the Parties and may not make any ruling or award that does not conform to the terms and conditions of this Agreement.</u> <u>The arbitrator may award whatever remedies at law or in equity the arbitrator deems appropriate.</u> The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. <del>The written opinion of the</del>	<p><u>NOTICE:</u></p> <p><u>Pursuant to the Arbitration Procedures Notice, Procedures Established for Arbitration of Interconnection Agreements Between Verizon and AT&amp;T, Cox, and WorldCom, Public Notice, DA 01-270 (rel. Feb. 1, 2001), the following assertions made in Cox's Petition or in the Direct Testimony of Cox's witness, Dr. Collins, and not specifically denied in Verizon's Answer or in the testimony of Verizon's witnesses are deemed admitted:</u></p> <ul style="list-style-type: none"> <li><u>Cox has not engaged in the type of behavior that would trigger Verizon's proposed termination provision.</u></li> </ul> <p>Verizon contends that it should be able to suspend a CLEC's right to use the OSS UNE in order to protect against CLEC misuse thereof. It ignores the facts that it has no right to summarily and unilaterally take such action, and that it has available numerous remedies to cure any alleged breach by AT&amp;T or any CLEC of access to its OSS. Direct Testimony of Robert J. Kirchberger, July 31, 2001, at 6-7. Moreover, Verizon's proposal to retain the right summarily to terminate such access is overbroad and overreaching. Such a draconian remedy would produce adverse consequences to AT&amp;T's</p>	<p><i>Management Process described below.</i></p> <p><i>Interface Function</i>  <i>CORBA Pre-Order</i>  <i>EDI Ordering, _ Provisioning</i></p> <p><i>EBI Maintenance/repair</i></p> <p><i>Connect:Direct Billing</i></p> <p>2.2 <i>AT&amp;T agrees to access the Verizon OSS and utilize Verizon OSS Services, only for the purposes of establishing and maintaining resale services, UNEs, UNE Combinations, number portability, and interconnection services (hereinafter "the Services") provided to AT&amp;T by Verizon. Except as may be mutually agreed to by the Parties in writing, AT&amp;T agrees that such use will comply with the security requirements of Verizon.</i></p> <p>2.3 <i>By accessing customer service records pursuant to this Schedule, AT&amp;T represents and warrants that it has obtained any customer authorization or approval (written, verbal or electronic) required by Applicable Law in order to receive such information. AT&amp;T shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC regulations thereunder) and in accordance with</i></p>	

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		<p><del>arbitrator shall not be enforceable in any court having jurisdiction over the subject matter until the Commission, pursuant to section 28.11.7 below, has issued an Order adopting or modifying the arbitrator's written opinion.</del></p> <p>28.11.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 28.11.2 directly and materially affects service to either Party's end-user Customers or the amount subject to a billing dispute is \$200,000<del>2,000,000</del> or less, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration pursuant to the process outlined in Section 28.11.3 above, the arbitration shall be conducted pursuant to the expedited procedures rules of the AAA Rules <u>in effect on the date of commencement of the arbitration</u><del>(i.e., rules 53 through 57)</del>.</p> <p>28.11.5 Costs Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitrator.</p>	<p>ability to conduct business that far surpass any conceivable harm that would accrue from any conceivable breach by AT&amp;T of the use of Verizon's OSS. Finally AT&amp;T has more than sufficient incentive to protect Verizon's OSS without the threat of being unable to conduct business.</p> <p>Verizon's only rationale for such an extreme provision and for the nearly unfettered right to exercise it is that the importance of OSS to the operation of Verizon's network makes it "absolutely appropriate to provide a remedy concomitant with the seriousness of the breach." <i>Rebuttal Testimony of General Terms and Conditions Panel of Christos Antoniou, et al., August 17, 2001, at 9.</i> Verizon thus concedes that it does indeed have other less punitive remedies available; it also acknowledges that access to OSS is critical not just to the operation of Verizon's network, but "as well [to] the networks of all CLECs." <i>Ibid.</i> CLECs thus have every incentive to prevent breaches of access to, and misuses of, OSS, not to commit them. Verizon's attempt to exercise such a punitive and extreme remedy should be rejected.</p>	<p>Section 18.3.</p> <p>2.4 Verizon will provide AT&amp;T with access to Verizon OSS in accordance with Verizon's published availability schedule, subject to changes to such schedule made in accordance with the Change Management Process.</p> <p>2.5 Each Party shall provide designated contacts for technical issues related to this Schedule. Verizon shall also publish or otherwise provide to AT&amp;T toll-free nation-wide telephone numbers (and applicable hours of operation) which will be answered by capable staff trained to answer questions and resolve technical problems related to this Schedule or other matters associated with the provision of Verizon OSS Services.</p> <p>2.6 Verizon and AT&amp;T [may, upon mutual agreement] will jointly establish interface contingency plans and disaster recovery plans for access to Verizon OSS.</p> <p>2.7 The Parties agree that the Change Management Process as established between Verizon and participating CLECs, as may be amended from time to time, will be used to manage changes to Verizon OSS interfaces. For purposes of this Schedule, "Change Management</p>	

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		<p><b>28.11.6 Continuous Service</b>  The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations, including making payments in accordance with and as required by this Agreement.</p> <p><b>28.11.7 Commission Order</b>  <b>28.11.7.1</b> Within thirty (30) days of the arbitrator's decision, the Parties shall submit that decision to the Commission for review. Each Party shall also submit its position on the arbitrator's decision in a statement not to exceed ten (10) pages as to whether the Party <del>agrees to be bound by it or seeks to challenge it before the Commission.</del>  The Commission shall accept or modify the arbitrator's decision within thirty (30) days of its receipt and issue an Order accordingly pursuant to Section 252 of the Act; provided, however, if the Commission does not issue an Order accepting or modifying the arbitrator's decision within thirty (30) days of its receipt, the arbitrator's decision shall be deemed an Order of the Commission pursuant to Section 252 of the Act. The Order of the Commission shall become final and binding on the Parties, except as</p>		<p><i>Process" means the documented process that Verizon and CLECs follow to facilitate communication about Verizon OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a developmental view, release announcements, comments and reply cycles, new entrant and new release testing processes and regularly scheduled change management meetings. If, pursuant to the Change Management Process, Verizon ceases to provide any functionality, feature or other capability that AT&amp;T wishes to continue to obtain from Verizon, upon AT&amp;T's request Verizon shall negotiate in good faith and on a timely basis with AT&amp;T to offer such functionality, feature or other capability to AT&amp;T at a separate price and on separate terms and conditions.</i></p> <p><i>2.8 Notwithstanding any other provision of this Agreement, if any provision contained in this Schedule 11.6 (and/or Section 11.6 of this Agreement) conflicts with any term or condition of the Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferee, Memorandum Opinion and Order, Appendix D, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000)( "Merger Conditions") or</i></p>	

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		<p>provided in Section 28.11.7.2 below.</p> <p><b>28.11.7.2</b> Either Party may seek timely review of the Commission Order rendered above pursuant to Section 252(e)(6) of the Act. The Parties agree to waive any objection to the federal court's jurisdiction over the subject matter.</p> <p>[Part A, Section 27 – See Issues IV-120 and 121]</p> <p>27.1 [Intentionally Left Blank]</p> <p>27.2 Unless otherwise specifically provided under this Agreement, all remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity. The Parties acknowledge that the self executing remedies for performance standards failures set forth in and incorporated into this Agreement are not inconsistent with any other available remedy and are intended only to provide Verizon with a financial incentive to meet performance standards. However, the Parties agree that, while Verizon's responsibility to pay these self-executing remedies is independent of any other damages under this Agreement they may be used to mitigate any such damages to the extent that they have been</p>		<p><i>otherwise would require Verizon, prior to the time period contained in the Merger Conditions or in a manner inconsistent with the Merger Conditions, to implement any Verizon OSS process, interface, or business rule, including but not limited to the Change Management Process, or any Verizon OSS Services as those terms are defined in this Agreement, the term or condition contained in the Merger Conditions shall prevail. If any provision contained in this Schedule 11.6 (and/or Section 11.6 of this Agreement) and any provision of the agreement entered into by Verizon and others (including AT&amp;T) on August 20, 1999 (in settlement of MCI Worldcom, Inc. and AT&amp;T Corp. v. Bell Atlantic Corp., FCC File No. EAD-99-0003), as may be amended from time to time, and any collaborative proceedings or arbitrated decisions arising from that settlement agreement ("Settlement Agreement") cannot be reasonably construed or interpreted to avoid conflict, the terms of the Settlement Agreement shall prevail. Conflicts among this Schedule 11.6 (and/or Section 11.6 of this Agreement), the Settlement Agreement, and the Merger Conditions shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Settlement</i></p>	

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		<p>paid directly to MCIm and arise out of the same breach of this Agreement.</p> <p>27.3 Verizon shall provide services and perform under this Agreement in accordance with (i) any performance standards, metrics, and self-executing remedies established by the FCC, the Commission, and any governmental body of competent jurisdiction; and (ii) the performance standards, metrics and self-executing remedies set forth in Attachment X of this Agreement. The performance standards, metrics, and self-executing remedies established by the FCC, the Commission, and other governmental body of competent jurisdiction are hereby incorporated into this Agreement.</p> <p><u>[Schedule 11.7 OSS] 1.7.1 Any breach by Cox, or Cox's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above, then, except as otherwise required by Applicable Law and in accordance with Section 22.5, Verizon shall have the right, upon notice to Cox, to suspend the license to use Verizon OSS Information</u></p>		<p>Agreement; (b) the Merger Conditions; and (c) this Schedule 11.6 (and/or Section 11.6 of this Agreement).</p> <p>2.9 <i>In ordering Services, AT&amp;T and Verizon will utilize standard industry order formats and data elements developed by the Alliance for Telecommunications Industry Solutions (ATIS), including without limitation the Ordering and Billing Forum (OBF); provided, however, Verizon shall not be required to implement a version of an industry standard or may modify its use of such industry standards subject to notice in accordance with the Change Management Process. Verizon may also modify its use of such industry standards (i) in order to be consistent with the terms of the Settlement Agreement; or (ii) consistent with any collaborative proceedings pursuant to the Merger Conditions. Furthermore, industry standards do not currently exist for the ordering of all Services. Therefore, until such standard industry order formats and data elements are developed by the OBF for a particular Service, AT&amp;T and Verizon will use the Change Management Process to agree on a format or data elements to be used to address the specific data requirements necessary for the ordering of those Services. When an OBF standard or format is</i></p>	

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		<p><u>granted by Section 1.6.1 above and/or the provision of Verizon OSS Services, in whole or in part.</u></p> <p>-----</p> <p><u>[Cox proposes to delete Verizon's proposed paragraphs 1.6.5.1-1.6.5.3.]</u></p> <p>Section 5.1 Verizon's Schedule 11.6 should be rejected.</p>		<p><i>subsequently adopted, the Parties will use such standard or format in lieu of any other standard or format, unless, pursuant to the Change Management Process, there is agreement to continue to use a non-OBF standard or format. [Nothing in this Section 2.9 shall require Verizon to implement an industry standard prior to the time period required by the Merger Conditions or in a manner inconsistent with the Merger Conditions. Verizon reserves the right to establish non-standard Verizon OSS interfaces if required by law, regulation or collaborative proceeding.]</i></p> <p><b>2.10 PRE-ORDER, ORDER AND MAINTENANCE</b></p> <p><i>2.10.1 Verizon will provide real time, electronic access to pre-order functions to support AT&amp;T's ordering of the Services via the electronic interfaces described herein. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. Verizon will make the following real time pre-order functions available to AT&amp;T:</i></p> <p><i>2.10.1.1 Features and services available at a valid service address including the appropriate published</i></p>	

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				<p>directory to which the Customer is assigned;</p> <p>2.10.1.2 Access to customer service records (CSRs) for BA retail or resale end users. CSRs will be made available in a parsed format (i.e., a format that provides the CSR data to AT&amp;T in pre-defined data fields). AT&amp;T agrees to comply with the conditions as described in this Schedule 11.6;</p> <p>2.10.1.3 Telephone number assignment and confirmation;</p> <p>2.10.1.4 Service availability dates to the end user;</p> <p>2.10.1.5 Information regarding whether dispatch is required and available installation appointments;</p> <p>2.10.1.6 Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll;</p> <p>2.10.1.7 Service address verification;</p> <p>2.10.1.8 Loop qualification information, including but not limited to loop length, bridged taps, repeaters, and load coils and shall apply only to AT&amp;T orders for unbundled Loops or Loop Combinations.</p>	

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				<p>2.10.1.9 <i>AT&amp;T Channel Facility Assignment information detailing whether or not a facility pair that AT&amp;T assigns for a collocation cage is busy or already assigned and in use as shown in Verizon's records</i></p> <p>2.10.2 ORDERING/PROVISIONING</p> <p>2.10.2.1 <i>Verizon will provide access to ordering and statusing functions to support AT&amp;T provisioning of the Services via the Interfaces. To order the Services, AT&amp;T will format the service request to identify what features, services, or elements it wishes Verizon to provision in accordance with mutually agreeable ordering requirements.</i></p> <p>2.10.2.1.1 <i>AT&amp;T may submit, and Verizon will accept, orders for Combinations or for multiple individual Unbundled Network Elements on a single service request. In no event shall AT&amp;T be required to submit separate service requests for each individual Unbundled Network Element in any Combination.</i></p> <p>2.10.2.2 <i>Verizon shall provide all provisioning services to AT&amp;T during the same business hours that Verizon</i></p>	

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				<p>provisions services for its end user customers. If AT&amp;T requests that Verizon perform provisioning services at times or on days other than as required in the preceding sentence, Verizon shall provide AT&amp;T a quote for such services consistent with the provisions set forth in Exhibit A (Pricing Schedule) of this Agreement.</p> <p>2.10.2.3 Upon request from AT&amp;T, and consistent with the provisions of Section 18.0 (Coordinated Efforts - Intercept/Referral ) Verizon will provide an intercept referral message for any order for Services which includes any new AT&amp;T telephone number. Directory listings for any new AT&amp;T telephone number will be provided consistent with provisions in Section 19.0 (Directory Listings and Directory Distribution).</p> <p>2.10.2.4 Verizon will provide AT&amp;T with a Firm Order Confirmation (FOC) in compliance with the provisions of Schedule 26.1.1 (Performance Incentive Plan).</p> <p>2.10.2.5 When AT&amp;T electronically orders the Services, Verizon shall provide notification electronically of any instances when (1) Verizon's Committed Due Dates are in jeopardy of not being met by Verizon on any service or (2) an order contains Rejections/Errors in any of</p>	

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				<p><i>the data element(s) fields. Such notice will be made as soon as the jeopardy or reject is identified.</i></p> <p><i>2.10.2.6 At AT&amp;T's request, Verizon will perform co-operative testing with AT&amp;T (including trouble shooting to isolate any problems) to test any Services purchased by AT&amp;T in order to identify any performance problems identified at turn-up of the Services.</i></p> <p><i>2.10.2.7 When ordering any Services, AT&amp;T's representatives will have real-time electronic access to Verizon customer information systems which will allow the AT&amp;T representative to perform the same tasks that Verizon can perform when Verizon places orders for its retail Customers.</i></p> <p><i>2.10.2.8 Where Verizon provides installation on behalf of AT&amp;T, Verizon shall advise the AT&amp;T Customer to notify AT&amp;T immediately if the AT&amp;T Customer requests a service change at the time of installation.</i></p> <p><i>2.10.2.9 When an order for service is completed by Verizon, an electronic notification will be provide by Verizon that will have detailed parsed information that confirms the features and services that have been provisioned for AT&amp;T. This parsed</i></p>	

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				<p>information will be provided in pre-defined data fields. The completion will be provided in compliance with the provisions of Schedule 26.1.1 (Performance Incentive Plan).</p> <p>2.10.3 MAINTENANCE</p> <p>2.10.3.1 Verizon shall provide maintenance, testing and surveillance for all services purchased by AT&amp;T, and shall provide a real-time electronic interface to permit AT&amp;T to place orders for maintenance, testing and surveillance. Performance measurements, standards and associated remedies shall be as set forth in Section 26 and Schedule 26.1.1 (Performance Incentive Plan).</p> <p>2.10.3.2 In the event Verizon misses a scheduled repair appointment on behalf of AT&amp;T, Verizon will notify AT&amp;T within one (1) hour of the missed appointment, either by use of the EBI interface or by telephone.</p> <p>2.10.3.3 Verizon shall provide repair services to AT&amp;T Customers that are equal in quality to that which it provides to its own retail Customers. Trouble calls from AT&amp;T shall receive response time priority that is at least equal in quality to that of Verizon retail Customers and shall be handled on a "first come first served"</p>	

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				<p><i>basis regardless of whether the Customer is an AT&amp;T Customer or a Verizon Customer.</i></p> <p><i>2.10.3.4 Verizon shall provide AT&amp;T with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all services provided to AT&amp;T under this Agreement that it currently provides for the maintenance of its own network. Verizon shall provide AT&amp;T at least ten (10) business days advance notice of any scheduled maintenance activity which may impact AT&amp;T Customers. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed and estimated number of work hours for completion.</i></p> <p><i>2.10.3.5 Verizon shall advise AT&amp;T of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Verizon on any services, including, without</i></p>	

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				<p>limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact AT&amp;T Customers. Verizon shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Verizon shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise AT&amp;T promptly of any such actions it takes.</p> <p>2.10.3.6 Verizon shall provide AT&amp;T with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following:  (i) procedures for prompt notification via EBI to AT&amp;T of the existence, location, and source of any emergency network outage potentially affecting an AT&amp;T Customer; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all services;  (iii) methods and procedures to provide AT&amp;T with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) methods and procedures</p>	

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				<p>for reprovisioning of all services after initial restoration; (v) equal priority, as between AT&amp;T Customers and Verizon Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and up-dated as needed.</p> <p>2.10.3.7 Verizon and AT&amp;T shall establish mutually acceptable methods and procedures for referring callers to the 800/8YY number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair.</p> <p>2.10.3.8 Maintenance progress reports and status of repair efforts shall be available to AT&amp;T through EBI. Before implementation of EBI, Verizon shall provide progress reports and status of repair efforts to AT&amp;T via an 800/8YY number supplied by Verizon.</p> <p>2.10.3.9 Maintenance charges for premises visits by Verizon technicians</p>	

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				<p>shall be billed by AT&amp;T to its Customer, and not by Verizon. Verizon technicians providing services to AT&amp;T Customers will abide by the Branding provisions found in Section 12.0 of this Agreement.</p> <p>3.0 Access to and Use of Verizon OSS</p> <p>3.1 Verizon OSS may be accessed and used by AT&amp;T only to the extent necessary for AT&amp;T's access to and use of Verizon OSS Services pursuant to the Agreement.</p> <p>3.2 AT&amp;T shall restrict access to and use of Verizon OSS to AT&amp;T. This Schedule 11.6 does not grant to AT&amp;T any right or license to grant sublicenses to other persons, or permission to other persons (except AT&amp;T's employees, agents and contractors, in accordance with Section 3.6 below), to access or use Verizon OSS.</p> <p>3.3 AT&amp;T shall not (a) alter, modify or damage the Verizon OSS (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS, or (c) obtain access through Verizon OSS to Verizon databases, facilities, equipment, software, or systems, which are not offered for AT&amp;T's use</p>	

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				<p>under this Schedule 11.6.</p> <p>3.4 Except as may be otherwise mutually agreed to by the Parties in writing, AT&amp;T shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).</p> <p>3.5 All practices and procedures for access to and use of Verizon OSS, and all access and user identification codes for Verizon OSS: (a) shall remain the property of Verizon; (b) shall be used by AT&amp;T only in connection with AT&amp;T's use of Verizon OSS permitted by this Schedule 11.6; (c) shall be treated by AT&amp;T as Confidential Information of Verizon pursuant to subsection 28.5 of the Agreement; and, (d) shall be destroyed or returned by AT&amp;T to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.</p> <p>3.6 AT&amp;T's employees, agents and contractors may access and use Verizon OSS only to the extent necessary for AT&amp;T's access to and use of the Verizon OSS permitted by this Agreement. Any access to or use of Verizon OSS by AT&amp;T's employees, agents, or contractors,</p>	

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				<p><i>shall be subject to the provisions of the Agreement, including, but not limited to, subsection 28.5 thereof and Section 3.5 of this Schedule 11.6.</i></p> <p>4.0      <i>Verizon OSS Information</i></p> <p>4.1      <i>All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Schedule 11.6, AT&amp;T shall acquire no rights in or to any Verizon OSS Information.</i></p> <p>4.2      <i>The provisions of this Section 4.2 shall apply to all Verizon OSS Information, except (a) AT&amp;T Call Detail Information, (b) CPNI of AT&amp;T, and (c) CPNI of a Verizon Customer or an AT&amp;T Customer, to the extent the Customer has authorized AT&amp;T to use the Customer Information.</i></p> <p>4.2.1    <i>AT&amp;T's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for AT&amp;T's access to, and use and disclosure of, Verizon OSS Information permitted by this Schedule 11.6. Any access to, or use or disclosure of, Verizon OSS Information by AT&amp;T's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited</i></p>	

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				<p>to, subsection 28.5 of the Agreement.</p> <p>4.2.2 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 11.6 (including, but not limited to, Section 22 of the Agreement [and Section 5.1 following]), AT&amp;T's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement. All Verizon OSS Information received by AT&amp;T shall be destroyed or returned by AT&amp;T to Verizon, upon expiration, suspension or termination of this Agreement.</p> <p>5.0 Liabilities and Remedies</p> <p>5.1 [Any breach by AT&amp;T, or AT&amp;T's employees, agents or contractors, of the provisions of Sections 3 or 4 above shall be deemed a material breach of the Agreement. In addition, if AT&amp;T or an employee, agent or contractor of AT&amp;T at any time breaches a provision of Sections 3 or 4 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to AT&amp;T, to suspend access to Verizon OSS and the provision of Verizon OSS Services, in whole or in part.]</p>	

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				<p><i>Intentionally omitted</i></p> <p>5.2 <i>AT&amp;T agrees that Verizon may be irreparably injured by a breach of Sections 3 or 4 above by AT&amp;T or the employees, agents or contractors of AT&amp;T, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.</i></p> <p>6.0 <i>Relation to Applicable Law</i></p> <p><i>The provisions of Sections 3, 4 and 5 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.</i></p> <p>7.0 <i>Verizon Access to Information Related to AT&amp;T Customers</i></p> <p>7.1 <i>Verizon shall have the right to access, use and disclose information related to AT&amp;T</i></p>	

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				<p><i>Customers that is in Verizon's possession to the extent such access, use and/or disclosure has been authorized by the AT&amp;T Customer in the manner required by Applicable Law.</i></p> <p>7.2 <i>Upon request by Verizon, AT&amp;T shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to AT&amp;T's operations support systems (including, systems for pre-ordering, ordering/provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to AT&amp;T Customers (as authorized by the applicable AT&amp;T Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.</i></p> <p>8.0 <i>Application-to-Application Interface Testing for Ordering/Provisioning</i></p> <p>8.1 <i>The Parties shall conduct application-to-application interface testing prior to AT&amp;T's initial live access to Verizon OSS. Additionally, the Parties may agree to conduct application-to-application interface testing to test new releases of Verizon</i></p>	

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				<p>OSS software. Any application-to-application interface testing shall be pursuant to Verizon CLEC Test Environment (CTE) guidelines published by Verizon consistent with the Change Management Process. Application-to-application interface testing will allow for the testing of the systems, interfaces, and processes for the Ordering and Provisioning functions. If AT&amp;T wishes to conduct Friendlies-type application-to-application testing, the Parties shall negotiate a separate test agreement that addresses the terms and conditions applicable to such testing.</p> <p>8.2 Notwithstanding any other provision of this Agreement, AT&amp;T shall not send any orders into production until such time that AT&amp;T has successfully completed testing in the Verizon CTE in Virginia except as otherwise mutually agreed to by the Parties. AT&amp;T agrees that it will only send orders into production containing features, services and/or elements for which it has successfully completed testing in Virginia in the Verizon CLEC Test Environment except as otherwise mutually agreed to by the Parties.</p> <p>8.3 Prior to initial access to Verizon OSS, AT&amp;T will complete applicable user education classes, as offered by Verizon, for Verizon-provided interfaces. Such user</p>	

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				<p>education classes will be available in accordance with rates published by Verizon.</p> <p>8.4 <i>AT&amp;T agrees that personnel from other competitive Local Service Providers may be scheduled into any class. Class availability is first-come, first served.</i></p> <p>8.5 <i>Class dates will be in accordance with Verizon's published schedule. Special classes may be arranged as mutually agreed to by the Parties.</i></p> <p>8.6 <i>AT&amp;T agrees that AT&amp;T personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other Verizon system are strictly prohibited.</i></p> <p>8.7 <i>Nothing in this Section 8 shall require Verizon to offer non-scheduled user education classes to AT&amp;T except as may be mutually agreed to by the Parties or as otherwise generally offered to other CLECs.</i></p> <p>9.0 <i>Prices/Rates</i></p> <p>9.1 <i>AT&amp;T will pay Verizon for access to the Verizon OSS according to the prices set forth in Exhibit A (Pricing Schedule) of this Agreement or as otherwise determined by the</i></p>	

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				<p><i>Commission.</i></p> <p>10. <i>Local Account Maintenance</i></p> <p><i>In addition to the Local Account Maintenance requirements resulting from the Settlement Agreement described in section 2.8 above, when Verizon is notified by an intraLATA toll or interLATA (or international, where applicable) carrier using a Transaction Code (TC) "01" PIC order record that an AT&amp;T Local Services Customer has changed its intraLATA or interLATA (or international, where applicable) PIC, Verizon shall reject the order and notify the intraLATA toll or interLATA (or international, where applicable) carrier that a CARE PIC record should be sent to AT&amp;T. Verizon shall notify the intraLATA toll or interLATA (or international, where applicable) carrier by creating a '3148' (for Resold Service or UNE-P orders) or a '3150' (for orders where the number has been ported) reject transaction record, and shall populate the AT&amp;T-provided AT&amp;T Operating Company Code on the reject record sent to the intraLATA toll or interLATA (or international, where applicable) carrier. In response, the intraLATA toll or interLATA (or international, where applicable) provider will redirect the TC01 order to AT&amp;T for processing</i></p>	

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